

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LAUDERHILL
AND
URBAN LEAGUE OF BROWARD COUNTY
REGARDING
KIVA U.S. HUB PROGRAM

This Memorandum of Understanding (MOU) is between the CITY OF LAUDERHILL (“CITY”), a Florida municipal corporation, whose mailing address is 5581 West Oakland Park Boulevard, Lauderhill FL 33313 and the URBAN LEAGUE OF BROWARD COUNTY (“URBAN LEAGUE”), a Florida not for profit corporation, whose mailing address is 560 N.W. 27th Avenue, Ft. Lauderdale, FL 33311 (each a “Party” and collectively referred to as the “Parties”).

WHEREAS, this MOU is intended to outline the collaboration between the CITY through the Lauderhill Health and Prosperity Program (“LHPP”), and the URBAN LEAGUE to support local economic development through the Kiva Hub Program.

WHEREAS, the CITY in coordination with the URBAN LEAGUE, will serve as the Kiva Hub (“Hub”) for this collaboration, providing additional resources and support to local entrepreneurs.

WHEREAS, this MOU establishes the roles and responsibilities of the URBAN LEAGUE as the Capital Access Manager (“CAM”) on behalf the CITY’s Kiva Hub.

WHEREAS, the URBAN LEAGUE, through its role as CAM, will focus on supporting small businesses within the City, with a special emphasis on underserved and low-income entrepreneurs within the CITY’s jurisdiction enhancing economic growth.

WHEREAS this collaboration aims to provide access to capital, technical assistance, and other resources to stimulate business growth and economic development in the community.

NOW THEREFORE, in consideration of the mutual covenants stated herein, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated as the intent of this MOU.

A) CITY’S/LHPP RESPONSIBILITIES

1. The CITY will pay for the two year Kiva licensing fee in the total amount of THIRTY ONE THOUSAND DOLLARS AND NO CENTS [\$31,000.00], FIFTEEN THOUSAND [\$15,000.00] of which will be funded by a National League of Cities grant.

2. The CITY, in coordination with URBAN LEAGUE, will serve as the Hub, providing economic development resources to small business owners within its jurisdiction and leveraging Kiva's lending platform via URBAN LEAGUE, to increase financial inclusion.
3. The LHPP will work with the City's Community Redevelopment Agency and Economic Development staff to leverage their community relationships to identify and endorse potential entrepreneurs who would benefit from Kiva's capital, and then refer them to the CAM, who will guide them through the lending process.
4. The City will regularly monitor the performance of endorsed loans and coordinate with the Urban League to provide necessary reports to Kiva, as required.
5. City will create co-branded marketing campaign for the HUB.
6. LHPP will support Lauderhill HUB borrowers with marketing training, templates, and coaching during their crowd funding rounds.

B) URBAN LEAGUE'S RESPONSIBILITIES

1. The Urban League will serve as CAM on behalf of the CITY, and will identify and assess the capital needs of small business owners within the City, with a focus on historically marginalized communities.
2. The URBAN LEAGUE will manage loan support for borrowers, including utilizing Kiva's custom-built loan management software and coordinating with the City on identifying potential entrepreneurs for endorsement.
3. The Urban League will make referrals and assist with originating, processing, and underwriting loan applications for small businesses and community development borrowers.
4. The Urban League will work closely with Kiva's dedicated Partner Success Manager, who will provide ongoing support, from marketing and technical assistance to business planning and delinquency management.

C) MUTUAL COORDINATION BENEFITS

1. The URBAN LEAGUE and LHPP will collectively seek funds for the internal capacity of URBAN LEAGUE, LHPP's marketing support for borrowers, and Kiva Licensing fee beyond year 2.
2. The URBAN LEAGUE and CITY will have access to Kiva's dashboard to track and share the impact of their endorsements and loans, allowing for transparent communication with funders, community partners, and citizens.
3. The CITY and the URBAN LEAGUE can create lending teams to garner additional support for endorsed borrowers, participate in Kiva's Trustee and Hub community through

newsletters, and join monthly and quarterly calls with other financial inclusion professionals across the U.S.

4. By endorsing and supporting entrepreneurs, the City and the Urban League will play a crucial role in fostering local economic development and community investment.

D) TERM

This MOU will be effective from the date of signature and will remain in effect for two (2) years, after which it may be renewed for one (1) additional two-year term at the sole discretion of the City, based on funding availability unless terminated earlier by either party with written notice. Any intent to renew must be communicated in writing by the City at least thirty (30) days prior to the end of the current term.

E) RECORDS AND AUDIT

1. Access to Public Records

- i) If, under this Contract, the CONTRACTOR is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the CONTRACTOR shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

ii) Protection of Trade Secrets or Other Confidential Information

- (1) If the CONTRACTOR considers any portion of materials made or received in the course of performing the Contract (“contract-related materials”) to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the CONTRACTOR must clearly designate that portion of the materials as “confidential” when submitted to the CITY.

- (2) If the CITY receives a public records request for contract-related materials designated by the CONTRACTOR as “confidential,” the CITY will provide only the portions of the contract-related materials not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the CITY will notify the CONTRACTOR. The CONTRACTOR will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”
- (3) If the CITY is served with a request for discovery of contract-related materials designated “confidential,” the CITY will promptly notify the CONTRACTOR about the request. The CONTRACTOR will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The CITY will provide materials designated “confidential” only if the CONTRACTOR fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.
- (4) The CONTRACTOR shall protect, defend, and indemnify the CITY for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

iii) Retention of Records

CONTRACTOR shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for Six (6) years after expiration or termination of the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-730-3011, clerk@lauderhill-fl.gov, 5581 W. OAKLAND PARK BLVD. LAUDERHILL, FL 33313.

F) NOTICES

All notices regarding this MOU shall be between the contact persons indicated below:

CITY OF LAUDERHILL:

Desorae Giles-Smith, City Manager
City of Lauderhill City Hall
5581 West Oakland Park Blvd.
Lauderhill, FL 33313
E-mail: dgiles@lauderhill-fl.gov

URBAN LEAGUE OF BROWARD COUNTY, INC.:

The contact person may be changed at any time by either Party by giving the other Party written notice of same.

G) INDEPENDENT CONTRACTOR STATUS

The URBAN LEAGUE, and all individual volunteers, are independent contractors and nothing contained in this MOU shall be interpreted to establish any relationship other than that of an independent contractor between the parties as they are not within the control or employment of the CITY.

H) TERMINATION FOR CAUSE

Should the URBAN LEAGUE fail to meet the terms and conditions of the signed MOU, the City or LHPP has the right at any time to terminate the Agreement with seven (7) days notice, City would no longer be obligated to provide any coordinated services if the HUB does not proceed due to default of the URBAN LEAGUE.

I) TERMINATION FOR CONVENIENCE

Upon seven days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy of CITY, elect to terminate the Contract.

This MOU represents the final and complete understanding of the Parties regarding the subject matter of this MOU and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this MOU are contained herei.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective and duly authorized officers as of the day and year written below.

CITY OF LAUDERHILL

URBAN LEAGUE OF BROWARD COUNTY, INC

By: _____
Desorae Giles-Smith
City Manager

By: _____
Signature

Title: _____